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RECENT DECISIONS

CARRIERS—DUTY TO PASSENGERS—PERSONS RIDING ON TRAINS NOT INTENDED FOR PASSENGERS.—While riding on a freight train of the defendant railroad company, the plaintiff was injured, the injury being caused by a sudden movement of the train of which the plaintiff had no notice. The plaintiff sought to recover on the ground that it was the duty of the trainmen to warn her. *Held*, no such duty exists in such a case. *Block v. Chicago, M. & St. P. Ry. Co.* (Minn.), 155 N. W. 1072. For discussion of the principles involved, see 2 VA. L. REV. 300.

CARRIERS—LIABILITY—ACT OF GOD—NEGLIGENT DELAY.—Plaintiff shipped goods over the defendant carrier's line and the transit of the goods was negligently delayed by the carrier. Before reaching their destination the goods were damaged by an extraordinary flood to which they would not have been exposed had it not been for the delay. *Held*, the defendant was not liable. *Seabord Air Line Ry. v. Mullin* (Fla.), 70 So. 467. See Notes, p. 458.

COMMERCE—INTERSTATE COMMERCE—MIGRATORY BIRDS.—Migratory birds were declared by an act of Congress to be under the protection of the federal government. The act authorized the Department of Agriculture to make regulations for their protection. *Held*, the act is unconstitutional. *State v. McCullagh* (Kan.), 153 Pac. 557. For discussion of the principles involved, see 2 VA. L. REV. 155.

CONTRACTS—CONTRACTS FOR BENEFIT OF THIRD PARTY—RIGHT TO SUE.—The plaintiff contracted with an improvement board to draw plans for, and supervise the construction of, a water works system. A separate contract was made by the same board with the defendant contractor to construct the system, stipulating in the contract that should the work fail to be completed within a specified time, the contractor should pay the expenses incurred by engineers because of such delay. There was delay and the plaintiffs suffered loss. *Held*, the defendant not liable. *Dickinson v. McCoppin* (Ark.), 181 S. W. 151.

The right of a third person to recover on a contract made for his benefit was recognized by the early English cases where there was close blood relation between the promisee and the beneficiary. *Dutton v. Poolc*, 1 Vent. 318, 332. At a later date a recovery under any circumstances seems to have been denied. *Price v. Easton*, 4 B. & Ad. 433. The earlier American cases followed the first English rule. *Felton v. Dickinson*, 10 Mass. 287. Though there is much diversity of opinion upon the question, the weight of modern authority would seem to indicate that a third person may recover from the promisor if the promise is upon consideration, is not under seal, and is made primarily for the benefit of such third person. *Hendricks v. Lindsay*, 93 U. S. 143;